

EXHIBIT

2

JUNE 7, 2022 UNDERLYING JUDGMENT

1 CROWELL & MORING LLP
2 Valerie M. Goo (SBN 187334)
3 VGoo@crowell.com
4 Andrew Holmer (SBN 268864)
5 AHolmer@crowell.com
6 Uri Niv (SBN 307487)
7 UNiv@crowell.com
8 Mariam Sarwar (SBN 329895)
9 MSarwar@crowell.com
10 515 South Flower Street, 40th Floor
11 Los Angeles, CA 90071
12 Telephone: 213.622.4750
13 Facsimile: 213.622.2690

8 Attorneys for Defendants
9 LOCKHEED MARTIN CORPORATION, HYBRID ENTERPRISES, LLC, and ROBERT
10 BINNS

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 SKY LIFT AERONAUTICS, LLC, and
14 MILLENNIUM AIRSHIP INC.

15 Plaintiffs,

16 v.

17 LOCKHEED MARTIN CORPORATION,
18 a Maryland corporation, HYBRID
19 ENTERPRISES, LLC, a Delaware limited
20 liability company, KORN/FERRY
21 INTERNATIONAL, INC., a Delaware
22 corporation, and ROBERT BINNS, an
23 individual,

24 Defendants.

FILED
Superior Court of California
County of Los Angeles
06/07/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: K. Meloy Deputy

Case No. SC 128899

**Assigned to the Honorable Mark A. Young,
Department M**

**~~[PROPOSED]~~ JUDGMENT IN FAVOR OF
DEFENDANTS LOCKHEED MARTIN
CORPORATION, HYBRID
ENTERPRISES, LLC, AND ROBERT
BINNS**

Electronically Received 06/03/2022 05:08 PM

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment is hereby
2 entered in favor of Defendants Lockheed Martin Corporation (“LMC”), a Maryland
3 Corporation, Hybrid Enterprises, LLC (“Hybrid”), a Delaware limited Liability Company, and
4 Robert Binns (“Binns”), an individual, and against Sky Lift Aeronautics, LLC (“Sky Lift”), and
5 Millennium Airship, Inc. (“Millennium”), jointly and severally, as to Plaintiffs’ entire Fourth
6 Amended Complaint and all claims asserted against LMC, Hybrid, and Binns therein, including:

- 7 1. Plaintiffs’ First Cause of Action for violation of California Uniform Trade
8 Secrets Act – Cal. Civ. Code § 3426 (by Plaintiffs’ Sky Lift and Millennium
9 against Defendants LMC, Hybrid, and Binns);
- 10 2. Plaintiffs’ Second Cause of Action for breach of Proprietary Information
11 Agreement (by Sky Lift against LMC);
- 12 3. Plaintiffs’ Third Cause of Action for breach of fiduciary duty (by Sky Lift
13 against Binns);
- 14 4. Plaintiffs’ Fourth Cause of Action for breach of the implied covenant of good
15 faith and fair dealing (by Sky Lift against LMC);
- 16 5. Plaintiffs’ Fifth Cause of Action for promissory estoppel (by Sky Lift and
17 Millennium against LMC);
- 18 6. Plaintiffs’ Seventh Cause of Action for breach of Proprietary Information
19 Agreement by Millennium (by Millennium against LMC).

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant LMC
21 is the prevailing party, and is entitled to recover its costs pursuant to Code of Civil Procedure §§
22 1032 and 1033.5 in an amount to be determined.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant Hybrid
24 is the prevailing party and is entitled to recover its costs pursuant to Code of Civil Procedure §§
25 1032 and 1033.5 in an amount to be determined.

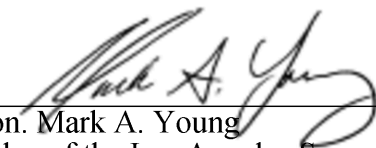
26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant Binns
27 is the prevailing party and is entitled to recover its costs pursuant to Code of Civil Procedure §§
28 1032 and 1033.5 in an amount to be determined.

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this Judgment
2 shall be amended to include the amount of costs (including any attorneys' fees authorized by
3 contract or statute pursuant to Code of Civil Procedure § 1033.5(10)) awarded to Defendants
4 LMC, Hybrid, and Binns, and the Court retains jurisdiction to determine these awards and
5 amend the Judgment accordingly.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, dismissal having
7 already been entered with prejudice as to Plaintiffs' claims against Defendant Korn Ferry
8 International, Inc. ("Korn Ferry") and Korn Ferry's cross-complaint against Sky Lift and cross-
9 defendants Merged Energy Solutions, LLC and R. Michael Smith, this Judgment constitutes a
10 final Judgment in full of this entire action, and all claims and cross-claims asserted therein.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this Court retains
12 jurisdiction to interpret and enforce this judgment and to adjudicate any disputes regarding
13 implementation or interpretation of this judgment.

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15 Dated: 06/07/2022

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17 Hon. Mark A. Young
18 Judge of the Los Angeles Superior Court
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PROOF OF SERVICE

I, D. Garlow, state:

My business address is 515 South Flower St., 40th Floor, Los Angeles, CA 90071 and my email address is dgarlow@crowell.com. I am over the age of eighteen years and not a party to this action.

On the date set forth below, I served the foregoing document(s) described as:
on the following person(s) in this action:

[PROPOSED] JUDGMENT

Counsel For Plaintiffs	dtarpey@tarpeywix.com; dwix@tarpeywix.com; mshowel@tarpeywix.com; jbendel@bendellaw.com
Counsel For Defendant Korn Ferry	jly@lianglyllp.com; jliang@lianglyllp.com; will.wang@lianglyllp.com

☒ **BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept service by electronic mail, I caused the document(s) identified above to be transmitted electronically to the person(s) at the e-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **June 3, 2022**, at Los Angeles, California.



D. Garlow